

## **Kootenai County Parcel Information Search Application**

### **Terms of Use and Liability Statement**

Under penalty of perjury, I hereby certify that I will not be using, nor will I allow to be used in form or manner, the records, documents, or lists (hereinafter called 'Data') obtained from the Kootenai County Assessor's Office as a mailing or telephone number list for purposes such as soliciting, marketed research, etc.

#### **The USER of the Kootenai County Parcel Information Search Application further certifies the following:**

- Such Data will not be sold or distributed in any manner, nor shall I or anyone else relinquish possession of Data, or any part of the Data, to any person or persons not authorized by the Kootenai County Assessor.
- I shall not reproduce or copy the Data in any form without first obtaining the written approval of the Assessor, nor will I allow anyone else to do the same.
- I agree that I cannot use, nor will I allow anyone else to use, distribute, or sell for use, as a mailing list or a telephone number list any list of persons contained in the Data without first receiving the permission of those on the list.
- I understand that, if a court finds that I have deliberately and in bad faith used this Data or allowed it to be used as a mailing list or a telephone number list, I can be found liable for a civil penalty in an amount of up to \$1,000.00 per record.
- In keeping with the Kootenai County Assessor's statutory duty to ensure that this Data will not be used for purposes of a mailing or telephone list prohibited by Idaho Code §74-120, I understand that certain non-responsive information may be included in the data that I received, which can be used to assist the Assessor in tracing the Data and verify the origin of any prohibited use.
- I understand that some or all of the Data may come under the purview of the Idaho "public records statutes," contained under Idaho Code §74-124 et seq., and, as such, is subject to all laws and regulations (both federal and state) that apply to "public records". I agree not to release the Data in violation of any applicable federal or state law or regulation concerning "public records".
- I understand Idaho law is unclear as to records, which must be, may be, or should not be released. Some or all of the information I receive may be subject to state or federal privacy concerns. Divulging or publishing this information may cause harm or an actionable wrong against a person. By requesting, receiving and/or publishing this information, I agree to indemnify and defend anyone employed by Kootenai County if any such harm is claimed to be the result or somehow connected to the release and/or publication of such information.
- I shall indemnify, hold harmless, and defend (providing an attorney of the County's choice) the County and its elected officials, agents, or employees from and against any and all liabilities, claims, penalties, fines, suits, costs, or expenses incident thereto (including, but not limited to, costs of defense, settlement, and reasonable attorney fees) which may be alleged against the County or which the County may incur or become responsible for as a result of my use (or anyone else's use if I was the source of the Data obtained by them) of the Data in any violation or alleged violation of any and all applicable federal and state laws, including, but not limited to, laws concerning the use of public records or Idaho Codes §74-124, §74-101, et seq.
- I understand and agree that the County makes no warranties, expressed or implied, as to the accuracy, validity, or correctness of any of the information contained in the Data given to me. I will display the notice in any computerized publications that the County makes no warranties, expressed or implied, as to the accuracy, validity, or correctness of any of the information contained in the Data and that neither the County nor the Kootenai County Assessor is liable for errors, omissions, or inaccuracies that may appear in my publications as a result of the Data provided by the County under this Waiver.
- I understand and acknowledge that I am authorized by my employer, if any, to serve as an agent for my employer in this agreement, and my employer by so authorizing this agency, waives any defenses that it might otherwise have, arising from an alleged non-agency with the signatory